

Exhibit D



Notice of Service of Process

SLM / ALL
Transmittal Number: 28267630
Date Processed: 01/03/2024

Primary Contact: Sharon Brooks - MS 08-A
The Travelers Companies, Inc.
1 Tower Sq
Rm 8MS
Hartford, CT 06183-0001

Entity:	Northfield Insurance Company Entity ID Number 2319164
Entity Served:	Northfield Insurance Company
Title of Action:	Birdies In The Pines, LLC vs. Northfield Insurance Company
Matter Name/ID:	Birdies In The Pines, LLC vs. Northfield Insurance Company (15058643)
Document(s) Type:	Citation/Petition
Nature of Action:	Contract
Court/Agency:	Harrison County District Court , TX
Case/Reference No:	23-1287/F3F7178
Jurisdiction Served:	Minnesota
Date Served on CSC:	01/03/2024
Answer or Appearance Due:	10:00 am Monday next Following the expiration of twenty days
Originally Served On:	Travelers on 01/02/2024
How Served:	Client Direct
Sender Information:	David C. Carlile Law Firm 903-938-1655

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

From: [Beyer, Pamela J](#)
To: [TravelersSOP](#)
Cc: [Beyer, Pamela J](#)
Subject: Travelers Direct - 1/3/24 -Birdies in the Pine F3F7178 Suit Received and F3F9646
Date: Wednesday, January 3, 2024 1:49:04 PM
Attachments: [image002.png](#)
[image003.png](#)
[image001.png](#)
[F3F7178 SUIT.pdf](#)
Importance: High

Pamela Beyer | Sr Service of Process Coord | Corporate Litigation

Travelers
385 S Washington Street |9275- LC12L
St. Paul, MN 55102
W: 651-310-3682 F: 651-310-8204



From: Brooks, Sharon <STBROOKS@travelers.com>
Sent: Wednesday, January 3, 2024 1:45 PM
To: Beyer, Pamela J <PBAYER@travelers.com>
Subject: Travelers Direct - 1/3/24 -Birdies in the Pine F3F7178 Suit Received and F3F9646

Suit

Sharon Brooks | Director, Litigation Support | Corporate Litigation

Travelers
One Tower Square | 8MS
Hartford, CT 06183
W: 860.954.0249 F: 800.856.0970



From: Gosain, Vineet <VGOSAIN@travelers.com>
Sent: Wednesday, January 3, 2024 9:10 AM
To: Morin, Melissa W <MWMORIN@travelers.com>
Cc: Korfhage, Scott R <SKORFHAG@northlandins.com>; LaFaive, Anita <ALAFaIVE@northlandins.com>; Brooks, Sharon <STBROOKS@travelers.com>; Roubik, Monica L <MROUBIK@northlandins.com>; Gosain, Vineet <VGOSAIN@travelers.com>
Subject: RE: F3F7178 Suit Received and F3F9646

Hi Melissa:

Northfield has been named as a defendant in the attached suit. I understand you provided the coverage advice on the claim and I am forwarding this to you to manage the suit – thanks.

Sharon – please upload the suit to CSC assigned to Melissa – thanks.

Monica – we will need an XC file set up – thanks.

Vineet Gosain | Executive Counsel | Claim Legal

Travelers

215 Shuman Blvd | 3rd Floor West

Naperville, Illinois 60563

W: 630.961.6522 F: 800.356.9065



From: Korfhage, Scott R <SKORFHAG@northlandins.com>

Sent: Tuesday, January 2, 2024 8:03 AM

To: Gosain, Vineet <VGOSAIN@travelers.com>; LaFaive, Anita <ALAFaIVE@northlandins.com>

Subject: RE: F3F7178 Suit Received and F3F9646

Melissa Morin was involved. I should note this involves a second claim as well, F3F9646.

Scott Korfhage • Claim Professional • Claim

The Northfield Insurance Company

385 Washington Street | 9275-SB03N

St. Paul, MN 55102

W: 651.310.4162 F: 866.729.0895

E: skorfhag@travelers.com



From: Gosain, Vineet <VGOSAIN@travelers.com>

Sent: Tuesday, January 2, 2024 8:01 AM

To: Korfhage, Scott R <SKORFHAG@northlandins.com>; LaFaive, Anita <ALAFaIVE@northlandins.com>

Subject: RE: F3F7178 Suit Received

Was anyone from Claim Legal Property involved in the claim?

Vineet Gosain | Executive Counsel | Claim Legal

Travelers

215 Shuman Blvd | 3rd Floor West

Naperville, Illinois 60563

W: 630.961.6522 F: 800.356.9065



From: Korfhage, Scott R <SKORFHAG@northlandins.com>

Sent: Tuesday, January 2, 2024 7:53 AM

To: LaFaive, Anita <ALAFaIVE@northlandins.com>

Cc: Gosain, Vineet <VGOSAIN@travelers.com>

Subject: F3F7178 Suit Received

Suit received via US Mail on 12/27/23. I was out on PTO until today.

Scott Korfhage • Claim Professional • Claim

The Northfield Insurance Company
385 Washington Street | 9275-SB03N
St. Paul, MN 55102
W: 651.310.4162 F: 866.729.0895
E: skorfhag@travelers.com



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CAUSE NO: 23-1287

Birdies in the Pines, LLC

In the 71ST District Court

VS.

of

Northfield Insurance
Company

Harrison County, Texas

CITATION

COPY

TO: THE SHERIFF OR ANY CONSTABLE OF TEXAS
OR ANY OTHER AUTHORIZED PERSON

Northfield Insurance Company
Attn: President
385 Washington St
St Paul MN 55102

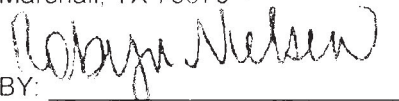
Attached is a copy of PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND. This instrument was filed on the 15th day of December, 2023, in the above cited cause number and court. The instrument attached describes the claim against you.

You have been sued. You may employ an attorney. If you or your attorney does not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the District Clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than thirty days after you file your answer with the District Clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org)

This citation is on this the 18th day of December, 2023, under my hand and seal of said Court.

SHERRY GRIFFIS

Harrison County, Texas
Harrison County Courthouse
200 W. Houston St., STE 234
Marshall, TX 75670

BY: 

DEPUTY CLERK

Issued at the request of
DAVID C CARLILE
PO BOX 1719
MARSHALL, TEXAS 75671-1719
TEXAS STATE BAR NO. 03804500

CAUSE NO. 23-1287

HARRISON COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

DISCOVERY CONTROL PLAN

JURISDICTION

VENUE

PARTIES

1

Texas.

5. Upon information and belief, DEFENDANT NORTHFIELD INSURANCE COMPANY (Defendant) is a foreign corporation engaged in the business of insurance in Texas, operating for the purpose of accumulating monetary profit. Upon information and belief, Defendant is headquartered in St. Paul, Minnesota and maintains its principal place of business in Minnesota. Defendant may be served with process through its President at 385 Washington Street, St. Paul, Minnesota, 55102.

FACTUAL BACKGROUND

The Property

6. Plaintiff owns and operates commercial property located in Smith County, Texas at 22049 F.M. 1995, Lindale, Texas 75771 (the "Property"). The Property is a 29,000 sq. ft. stone, stucco, concrete, and steel-framed structure.

The Policy

7. Prior to April, 2023, Plaintiff paid annual premiums, assessments, fees, surcharges, and taxes to Defendant to acquire comprehensive commercial insurance coverage for the Property and the business under Northfield Insurance Policy No. WS483862 (the "Policy"). The Policy provides coverage for the Property, for covered damages that occur during the Policy Period, from November 19, 2022 through November 18, 2023. In exchange for Plaintiff's premium payment, the Policy includes the following limits and coverages, in relevant part:

Loc. No.	Bld. No.	Coverage	Rate	Limit of Insurance \$	Premium
1	1	Building	.611	\$1,500,000	\$9,170.00
1	1	Personal Property	.49	\$500,000	\$1,491.00

8. As evidenced by the Declarations Page, the Policy provides coverage to the Property's physical structure on an agreed cost value basis for damages up to \$1,500,000.00. See Policy at Declarations Pages.

9. Policy also contains a Deductible provision that confirms coverage for damages to the Property that result from windstorms:

Minimum Dollar Deductible e \$10000			Per Occurrence (Applicable with a Percentage Deductible)	
Location #	Building #	Percentage or Dollar Deductible		
1	I	2%		

Plaintiff makes an insurance claim for storm related damage

10. The Canton, Van, and Garden Valley areas of Texas were devastated by a series of hail, windstorm, and lightning events from March to June 2023. Plaintiff first contacted their local agent, Brandon Smith of Bockmon Insurance Agency, Inc. (Bockmon) on April 3, 2023. Plaintiff reported that it had experienced four high wind and hail events at its Garden Valley location since late March, 2023. Plaintiff requested the agent to contact Defendant to send an adjuster to check for damage.

11. Plaintiff was experiencing interior water leaks, equipment outages and signs of high winds – downed trees, and blown off roof parts, etc. Mr. Smith noted one event as March 2, 2023 and Plaintiff subsequently supplied weather documented events in April through June on another seven occasions. Plaintiff filed the initial claim with Mr. Smith an agent for Defendant and subsequently filed additional claims through June, 2023.

12. Plaintiff worked hard to document its claims. Plaintiff provided weather information, photographs of damage to the building, photographs of interior damage, independent roofer's photos showing numerous damaged areas of the roof from hailstorm and wind damage. It also provided photos of damaged equipment, and manager's reports showing interior damages due to the leaking roof.

13. Defendant's claim handling process resulted in a wrongful denial that omitted a wealth of facts, physical evidence, obvious wind damages, and weather data. Defendant from the start appeared determined to pin the loss on anything that would keep it from paying on Plaintiff's claims.

Defendant sent an independent adjuster Chris Cordier on July 27, 2023 to view the property and Plaintiff provided him a packet with supporting materials.

14. Plaintiff emailed Mr. Cordier about his opinion of the loss. In response, he stated, "It went well. Your documents were helpful! I will be talking to Scott Korthage [Defendant's representative] tomorrow to see what he wants as far as deliverables from me."

Plaintiff sends a demand letter in compliance with Texas law

15. June 1, 2017, Governor Abbott signed House Bill 1774 into law as Section 542A of the Texas Insurance Code. This new law was sponsored by approximately sixty state representatives and senators and contains important consumer protections against a variety of unscrupulous practices. Particularly, Section 542A.003 requires detailed, comprehensive pre-suit notice that is intended to make the claims and litigation processes more transparent and potentially even avoid unnecessary lawsuits. Upon receiving notice, an insurer has a right to conduct an inspection, and even make an offer to avoid litigation. When utilized properly, Section 542A should assist business consumers like Plaintiff to avoid protracted litigation over a clear claim.

16. In compliance with Section 542A.003, Plaintiff gave its pre-suit notice to Defendant in April, July, and finally on September 8, 2023. See Correspondence from David C. Carlile to Scott R. Korthage, September 8, 2023. The pre-suit notice provided a comprehensive outline of Plaintiff's claims and damages, quantified its loss, and even offered to waive a formal claim for attorneys' fees if the contractual amounts were paid promptly or the parties went to mediation.

17. Defendant responded to the demand on October 26, 2023 but refused to acknowledge its own wrongdoing. See Correspondence from Scott Korthage to David C. Carlile, October 26, 2023.

COUNT 1 – VIOLATIONS OF THE TEXAS INSURANCE CODE, SECTION 541

18. Defendant failed to attempt to effectuate a prompt, fair, and equitable settlement of a claim with respect to which liability has become reasonably clear in violation of Section 541.060(a)(2)(A) of the Texas Insurance Code.

19. Defendant Insurance failed to provide promptly a reasonable explanation, in relation to the facts or applicable law, for the denial of a claim, in violation of Section 541.060 (a)(3) of the Texas Insurance Code.

20. Defendant refused to pay the claim without conducting a reasonable investigation with respect to the claim in violation of Section 541.060(a)(7) of the Texas Insurance Code.

21. Defendant knowingly committed the foregoing acts, with actual knowledge of the falsity, unfairness, or deception of the foregoing acts and practices in violation of Section 541.002(1) of the Texas Insurance Code.

COUNT 2 - VIOLATIONS OF THE TEXAS INSURANCE CODE, SECTION 542

22. Defendant failed to adopt and implement reasonable standards for prompt investigation of the claim arising under its policy in violation of Section 542.003(b)(3) of the Texas Insurance Code.

23. Defendant failed to acknowledge receipt of the claim, failed to timely commence investigation of Plaintiff's claim, and/or failed to request from Plaintiff a signed, sworn proof of loss, or to provide other forms to be completed by Plaintiff within 15 days of notice of Plaintiff's claim as required under the Policy and in violation of Section 542.055(a) of the Texas Insurance Code.

24. Defendant failed to notify Plaintiff in writing of the acceptance or rejection of the claim not later than the 15th business day after receipt of all items, statements and forms required by Defendants in violation of Section 542.056(a) of the Texas Insurance Code.

25. Defendant delayed payment of Plaintiff's claim past 60 days in violation of Section 542.058(a) of the Texas Insurance Code.

26. Each of the actions described herein were done "knowingly" as that term is used in the Section 541.002(1) of the Texas Insurance Code and were a producing cause of Plaintiff's damages.

COUNT 3 – STATUTORY INTEREST

27. Plaintiff makes a claim for statutory interest penalties along with reasonable attorneys'

fees pursuant to Section 542.060 of the Texas Insurance Code.

COUNT 4 – BREACH OF CONTRACT

28. As outlined above, Defendant breached its contract with Plaintiff by refusing to pay for covered damages under the Policy. As a result of Defendant's breach, Plaintiff suffered legal damages.

COUNT 5 – BREACH OF GOOD FAITH AND FAIR DEALING

29. Defendant, as the property coverage insurer, had a non-delegable duty to deal fairly and in good faith with Plaintiff in the processing of the claim. Defendant breached this duty by refusing to properly investigate and effectively denying insurance benefits. Defendant knew or should have known that there was no reasonable basis for denying or delaying the required benefits. As a result of Defendant's breach of these legal duties, Plaintiff suffered legal damages.

COUNT 6 – PUNITIVE DAMAGES FOR BAD FAITH

30. Defendant acted fraudulently and with malice (as that term is legally defined) in denying and delaying Plaintiff's claim for benefits. Further, Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Plaintiff.

COUNT 7 – VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

31. The Texas Deceptive Trade Practices Act (DTPA) provides additional protections to consumers who are victims of deceptive, improper, or illegal practices. Defendants' violations of the Texas Insurance Code create a cause of action under the DTPA. Defendants' violations of the Texas Insurance Code, as set forth herein, specifically violate the DTPA as well. Defendants has also acted unconscionably, as that term is defined under the DTPA.

32. Each of the actions described herein were done "knowingly" as that term is used in the DTPA and were a producing cause of Plaintiff's damages.

RESULTING LEGAL DAMAGES

33. Plaintiff is entitled to the actual damages resulting from the Defendant's violations of the law. These damages include the consequential damages to its economic welfare from the wrongful denial and delay of benefits including loss of the property and business; and the other actual damages permitted by law. In addition, Plaintiff is entitled to exemplary damages.

34. As a result of Defendants acts and/or omissions, Plaintiff has sustained damages in excess of the minimum jurisdictional limits of this Court.

35. Plaintiff is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

36. Defendant's knowing violations of the Texas Insurance Code and the DTPA entitle Plaintiff to the attorneys' fees, treble damages, and other penalties provided by law.

37. Plaintiff is entitled to statutory interest as damages under the Texas Insurance Code 542.060(c).

38. Plaintiff is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

39. Plaintiff is entitled to the recovery of attorneys' fees pursuant to Section 38.001 of the Texas Civil Practice and Remedies Code, Section 542.060 of the Texas Insurance Code and/or Section 17.50 of the Texas Business and Commerce Code.

JURY DEMAND

40. Plaintiff hereby demands a trial by jury and tenders the appropriate fee with this petition.

PRAYER

41. WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully request that it have a judgment against Defendant for actual damages in excess of the minimum jurisdictional limits of this Court, exemplary damages, pre- and post-judgment interest as allowed by law, attorney's fees, costs of suit, and all other relief, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

/s/ David C. Carlile

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State Bar No. 03804500
DAVID C. CARLILE LAW FIRM
P.O. BOX 1719
Marshall, Texas 75671-1719
Telephone: (903) 938-2556
Cell: (903) 471-4741
Email: dcarlile@cph-tx.com

/s/ Casey Q. Carlile

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Facsimile: (903) 938-0235
Email: ccarlile@carlilelawfirm.com

ATTORNEYS FOR PLAINTIFF

CERTIFIED MAIL

Disputes
Harrison Co
200 West Houston, Suite 200
Marshall, Texas 75670



7022 3330 0000 7378 9864

Northfield Insurance Co.
Attn: Company President
385 Washington St.
St. Paul, MN 55102

DM 12262023



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE